

<i>SERFF Tracking Number:</i>	<i>AMER-125847609</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Investors Life Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>40478</i>
<i>Company Tracking Number:</i>	<i>AIRW (08/08)</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>AIRW (08/08)</i>		
<i>Project Name/Number:</i>	<i>AIRW (08/08)/AIRW (08/08)</i>		

Filing at a Glance

Company: American Investors Life Insurance Company, Inc.

Product Name: AIRW (08/08)	SERFF Tr Num: AMER-125847609	State: ArkansasLH
TOI: A10 Annuities - Other	SERFF Status: Closed	State Tr Num: 40478
Sub-TOI: A10.000 Annuities - Other	Co Tr Num: AIRW (08/08)	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Denise Ellis, Stephany Hopkins, Jessica Johnson, Tara Frahm, Christine Adolph	Disposition Date: 10/10/2008
	Date Submitted: 10/07/2008	Disposition Status: Approved
Implementation Date Requested: 11/21/2008		Implementation Date:

State Filing Description:

General Information

Project Name: AIRW (08/08)	Status of Filing in Domicile: Authorized
Project Number: AIRW (08/08)	Date Approved in Domicile: 10/06/2008
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 10/10/2008	
State Status Changed: 10/10/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
RE: American Investors Life Insurance Company, Inc.	
Rider: Income Rider, AIRW (08/08)	
NAIC #60631	

Attached is the above-referenced filing in readability form for the Department's review and approval. Rider AIRW (08/08)

SERFF Tracking Number: AMER-125847609 *State:* Arkansas
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Inc.
Company Tracking Number: AIRW (08/08)
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is an elective income rider that is designed to be utilized with our deferred annuity contracts. Income Rider AIRW (08/08) has achieved a Flesch Reading Ease Test Score of 53.27. The Kansas Insurance Department approved the Rider on 10/06/2008. The corresponding actuarial memorandum has been attached for your reference.

The Rider will provide for a guaranteed level of annual partial withdrawals for life regardless of Accumulated Value. The level of annual partial withdrawals is determined by multiplying the Income Account Value by the Maximum Annual Lifetime Income Withdrawal Percentage. The level of annual partial withdrawals available under the Rider may be increased if the annuitant becomes confined to a qualified care facility. The Rider also provides benefits in the form of print and electronic information which are designed to educate the owner on the benefits of and how to maintain a healthy lifestyle.

There is a cost associated with the election of this Rider. If the Rider is elected, the cost associated with the Rider is deducted on a monthly basis from the annuity Contract to which the Rider is attached. Once the Rider is approved, the advertising/disclosure materials are finalized, the field force properly notified and all applicable programming completed, Rider AIRW (08/08) may be offered in conjunction with all annuity sales where the age of the annuitant at the time of application meets our established requirements. Rider AIRW (08/08) will only be issued if the applicant elects the Rider at the time of application. The Rider cannot be elected at a later date.

The rider will be utilized with the following annuity Contract forms:

Contract Form Approval Date

FPA3 (08/08) AR 09/30/2008

FPA5 (08/08) AR 09/30/2008

FPA7 (08/08) AR 09/30/2008

FPAP (08/08) AR 09/30/2008

FPAX (08/08) AR 09/30/2008

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. Please let me know if you require additional information.

SERFF Tracking Number: AMER-125847609 State: Arkansas

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Inc.

Company Tracking Number: AIRW (08/08)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

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Company and Contact

Filing Contact Information

Stephany Hopkins, Compliance Associate stephanyh@amerusannuity.com
555 South Kansas Avenue (785) 295-4442 [Phone]
Topeka, KS 66603 (785) 295-4345[FAX]

Filing Company Information

American Investors Life Insurance Company, CoCode: 60631 State of Domicile: Kansas
Inc.

555 South Kansas Avenue Group Code: -99 Company Type: Insurance
Topeka, KS 66603 Group Name: State ID Number:
(785) 295-4352 ext. [Phone] FEIN Number: 48-0696320

Filing Fees

Fee Required? Yes

Fee Amount: \$20.00

Retaliatory? No

Fee Explanation: 1 Rider form @ \$20.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Investors Life Insurance Company, Inc.	\$20.00	10/07/2008	23009224

SERFF Tracking Number:	AMER-125847609	State:	Arkansas
Filing Company:	American Investors Life Insurance Company, Inc.	State Tracking Number:	40478
Company Tracking Number:	AIRW (08/08)		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	AIRW (08/08)		
Project Name/Number:	AIRW (08/08)/AIRW (08/08)		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/10/2008	10/10/2008

<i>SERFF Tracking Number:</i>	<i>AMER-125847609</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 10/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Income Rider		Yes

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Form Schedule

Lead Form Number: AIRW (08/08)

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AIRW (08/08)	Policy/Cont Income Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		53	AIRW_0808.p df

INCOME RIDER

Base Contract Number	[Specimen]
Rider Effective Date	[04/01/2006]
Income Account Value Interest Rate	
• During the Accumulation Years	[7.20%]
• After the Accumulation Years	[0.00%]
Accumulation Years	[20]
Lifetime Income Withdrawal Increasing Option Percentage	[3.00%]
Annual Rider Premium Rate	[0.30%]
Confinement Period	[180] of the last 250 days
Qualification Waiting Period (following the Effective Date of this Rider)	[1 year]
Income Withdrawal Multiplier	[2]
Minimum Attained Age for Lifetime Income Withdrawal Election	[50]

Maximum Annual Lifetime Income Withdrawal Percentage – Level Option

Single Life Withdrawals		Joint Life Withdrawals	
Attained Age On the First Day of the Income Period	Percentage	Attained Age On the First Day of the Income Period	Percentage
[40-49]	Not Available	[40-49]	Not Available
[50-59]	[4.00%]	[50-59]	[3.50%]
[60-69]	[5.00%]	[60-69]	[4.50%]
[70-79]	[6.00%]	[70-79]	[5.50%]
[80+]	[7.00%]	[80+]	[6.50%]

Maximum Annual Lifetime Income Withdrawal Percentage – Increasing Option

Single Life Withdrawals		Joint Life Withdrawals	
Attained Age On the First Day of the Income Period	Percentage	Attained Age On the First Day of the Income Period	Percentage
[40-49]	Not Available	[40-49]	Not Available
[50-59]	[3.00%]	[50-59]	[2.50%]
[60-69]	[4.00%]	[60-69]	[3.50%]
[70-79]	[5.00%]	[70-79]	[4.50%]
[80+]	[6.00%]	[80+]	[5.50%]

This Income Rider ("Rider") shall be attached to and made part of the Base Contract and is subject to all the terms, conditions and provisions contained in the Base Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of the Base Contract, the provisions of this Rider shall control. In all events, the provisions of this Rider shall be interpreted so that the Base Contract as endorsed by this Rider shall comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, whichever is applicable. This Rider has been issued based on the Owner(s) affirmative election of the Rider.

This Rider provides Wellness Benefits to the Owner and contains an Income Account Value from which guaranteed Lifetime Income Withdrawals can be made. There is an additional premium charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on Page 1 of this Rider. The Effective Date of this Rider may be a date other than the Contract Date of the Base Contract.

- **Base Contract**

The Base Contract shall mean the annuity Contract to which this Rider is attached and includes all endorsements and riders attached to the Base Contract.

- **Owner/Annuitant**

When there is only one Owner, any reference to Owner shall mean the sole Owner named in the Base Contract. Unless otherwise specified under this Rider, when there are Joint Owners, any reference to Owner shall mean both Joint Owners. When there is only one Annuitant, any reference to Annuitant shall mean the sole Annuitant named in the Base Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant shall mean both Joint Annuitants.

This Rider may be added to an annuity Contract only if the Owner and Annuitant are the same person, unless the Owner is not a natural person. If an annuity contract is non-qualified and there are Joint Owners/Joint Annuitants, this Rider may be added to the annuity contract only if the Joint Owners/Joint Annuitants are spouses.

- **Attained Age**

For Single Life Withdrawals, Attained Age shall mean the age of the person on whose life Withdrawals are based as of his or her last birthday. If there are Joint Life Withdrawals, the Attained Age shall mean the age of the younger of the two persons on whose lives the Withdrawals are based as of his or her last birthday.

- **Wellness Benefits**

Wellness Benefits are provided to the Owner (or any Annuitant if the Owner is not a natural person) through a third party provider and will include information designed to educate the Owner on the benefits of a healthy lifestyle as well as to help the Owner maintain a healthy lifestyle. The Wellness Benefits are available to the Owner as of the Effective Date of this Rider and may include newsletters, access to a wellness website, the availability of an online personal health risk assessment, access to a telephone nurse hotline, and a variety of publications, some of which may be available for purchase by the Owner.

If the Wellness Benefits are no longer offered by the then current third party provider, the Company will attempt to provide the Wellness Benefits through an alternate third party provider. If the Wellness Benefits are discontinued, the Owner will be notified.

- **Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals shall include Lifetime Income Withdrawals and any Withdrawals taken under the Base Contract. Lifetime Income Withdrawals include, and are not in addition to, the amount of any Free Withdrawal available under the Base Contract.

- **Rider Premium**

The monthly Rider Premium for any Contract Year shall be equal to the Annual Rider Premium Rate divided by 12, and then multiplied by the Base Contract's Accumulated Value as of the Contract Anniversary coinciding with the first day of that Contract Year. The Rider Premium will be deducted beginning on the Contract Date. The Rider Premium will be deducted monthly from the Base Contract's Accumulated Value by proportionally reducing the value of each Strategy.

- **Income Benefit Election**

The Owner may request Lifetime Income Withdrawals at any time after the Effective Date of this Rider, as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawal Election shown on Page 1 of this Rider. Lifetime Income Withdrawals may be started and stopped at any time. To elect Lifetime Income Withdrawals, the Owner must submit a written request to the Company. The request must be signed and dated by the Owner.

Lifetime Income Withdrawals may be based on a single life or two joint lives and may be taken in equal monthly, quarterly, semi-annual or annual installments.

If there is a sole Owner who is a natural person, Lifetime Income Withdrawals may be taken as:

1. Single Life Withdrawals based on the life of the Owner; or
2. Joint Life Withdrawals based on the lives of the Owner and the Owner's spouse who is the sole Beneficiary on the Base Contract.

If there is a sole Owner who is not a natural person, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of the Annuitant.
2. Joint Life Withdrawals based on the lives of both Joint Annuitants.

If there are Joint Owners who are natural persons, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of either of the Joint Owners.
2. Joint Life Withdrawals based on the lives of both Joint Owners.

Lifetime Income Withdrawals may be taken in equal monthly, quarterly, semi-annual or annual installments.

- **Income Account Value Periods**

This Rider provides for three Income Account Value Periods:

1. The **Accumulation Period** begins on the Effective Date and ends on the day immediately preceding the date the first Lifetime Income Withdrawal is taken under this Rider.
2. The **Income Period** begins on the day the first Lifetime Income Withdrawal is taken under this Rider and ends on the day immediately preceding the date the Base Contract's Accumulated Value is equal to zero.
3. The **Extended Income Guarantee Period** begins on the date the Base Contract's Accumulated Value is equal to zero and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Accumulation Period**

The following provisions apply only during the Rider's Accumulation Period.

- **Accumulation Years**

During the Accumulation Period, interest will be credited to the Income Account Value on a daily basis at the applicable Income Account Value Interest Rate and for the number of Accumulation Years shown on Page 1 of this Rider.

- **Income Account Value during the Accumulation Period**

On the Effective Date, the Income Account Value is equal to the Base Contract's Accumulated Value.

After the Effective Date, the Income Account Value on any day is equal to:

- (a) The Income Account Value as of the prior day after all transactions are recorded for the prior day; plus
- (b) The amount of interest credited to (a) above on that day based on the Income Account Value Interest Rate shown on Page 1 of this Rider; plus
- (c) The sum of any Premium and any Premium Bonus received on that day; minus
- (d) An amount equal to (1) multiplied by the greater of 1.00 and the result of (2) divided by (3) where:
 - (1) Is the difference between the Base Contract's Accumulated Value immediately before any Withdrawals on that day and the Base Contract's Accumulated Value after any Withdrawals on that day;
 - (2) Is the Income Account Value before any Withdrawals on that day; and
 - (3) Is the Base Contract's Accumulated Value before any Withdrawals on that day.

- **Income Period**

The following provisions apply only during the Rider's Income Period.

- **Income Account Value during the Income Period**

During the Income Period, the Income Account Value on any day is equal to (a) plus (b) minus (c) minus (d) where:

- (a) Is the Income Account Value as of the prior day after all transactions are recorded for the prior day;
- (b) The sum of any Premium and any Premium Bonus received on that day;
- (c) Is the amount of any Lifetime Income Withdrawals on that day prior to any Excess Lifetime Income Withdrawals; and
- (d) Is the amount of any Excess Lifetime Income Withdrawal on that day multiplied by the greater of:
 - (i) 1.00; or
 - (ii) The Income Account Value on that day prior to any Excess Lifetime Income Withdrawal divided by the Base Contract's Accumulated Value on that day prior to any Excess Lifetime Income Withdrawal.

- **Lifetime Income Withdrawals**

Lifetime Income Withdrawals may be taken at any time after the Effective Date and as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Election. The Minimum Attained Age for Lifetime Income Election is shown on Page 1 of this Rider. The Owner may elect to receive Maximum Annual Lifetime Income Withdrawal Amounts that are level or that increase during the Income Period.

There will be no Withdrawal Charges applied to Lifetime Income Withdrawals taken during any Contract Year in which the total amount of all Withdrawals taken that Contract Year are less than or equal to the Maximum Annual Lifetime Income Withdrawal Amount. However, any Excess Lifetime Income Withdrawals taken during a Contract Year may be subject to any applicable Withdrawal Charges. The Maximum Annual Lifetime Income Withdrawal Amount is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

An Excess Lifetime Income Withdrawal shall be defined as any portion of the total amount of all Withdrawals taken during a Contract Year that is in excess of the Maximum Annual Lifetime Income Withdrawal Amount.

On the first day of the Income Period, the Lifetime Income Withdrawal Base is equal to the Initial Income Account Value multiplied by the applicable Maximum Annual Lifetime Income Withdrawal Percentage as shown on Page 1 of this Rider. The Maximum Annual Lifetime Income Withdrawal Percentage used is constant and will depend on your Attained Age on the first day of the Income Period and whether the level or increasing option is elected. The Maximum Annual Lifetime Income Withdrawal Amount equals the Lifetime Income Withdrawal Base, except as described in the Confinement section of this Rider.

During the Income Period, on any day that a Renewal Premium is received, the Lifetime Income Withdrawal Base will equal $A + (B * C)$ where:

- (A) Is the Lifetime Income Withdrawal Base on that day prior to the application of the Renewal Premium;
- (B) Is the amount of the Renewal Premium and any Premium Bonus; and
- (C) Is the Maximum Annual Lifetime Income Withdrawal Percentage on the day that Income Period began.

On any day that an Excess Lifetime Income Withdrawal is taken, the Lifetime Income Withdrawal Base immediately following an Excess Lifetime Income Withdrawal shall be equal to $A \times [1 - (B / C)]$ where:

- (A) Is the Lifetime Income Withdrawal Base on that day prior to the Excess Lifetime Income Withdrawal;
- (B) Is the amount of the Excess Lifetime Income Withdrawal; and
- (C) Is the Base Contract's Accumulated Value on that day prior to the Excess Lifetime Income Withdrawal minus the Maximum Annual Lifetime Income Withdrawal Amount on that day prior to the Excess Lifetime Income Withdrawal.

Based on the above formula, an Excess Lifetime Income Withdrawal will reduce the Lifetime Income Withdrawal Base and the Maximum Annual Lifetime Income Withdrawal Amount by the same proportion that the Base Contract's Accumulated Value is reduced by an Excess Lifetime Income Withdrawal. Therefore, if an Excess Lifetime Income Withdrawal reduces the Base Contract's Accumulated Value to zero, the Lifetime Income Withdrawal Base and the Maximum Annual Lifetime Income Withdrawal Amount will also be reduced to zero and the Rider will terminate.

- **Increasing Option**

If the Increasing Option is elected, on each anniversary of the first day of the Income Period and as long as the Extended Income Guarantee Period has not begun, the Lifetime Income Withdrawal Base will be equal to $A \times B$ where:

- (A) Is the Lifetime Income Withdrawal Base on that day after all Withdrawals have been taken; and
- (B) Is $1 +$ the Lifetime Income Withdrawal Increasing Option Percentage.

In order for the Owner to receive the Maximum Annual Lifetime Income Withdrawal Amount, the following condition must be met. For Single Life Withdrawals, the person on whose life Withdrawals are based must be living on the date of each payment. For Joint Life Withdrawals, at least one of the persons on whose life Withdrawals are based must be living on the date of each payment. The Company may require proof from time to time that this condition is met. The Company reserves the right to recover from the Owner or the Owner's estate any payments made after the death of an individual required to be living in order for those payments to be made.

- **Confinement**

The Maximum Annual Lifetime Income Withdrawal Amount will be increased in any Contract Year that the Owner (or any Annuitant if the Owner is not a natural person) is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Owner is not confined to a Hospital, Hospice Facility or Convalescent Care Facility on the Effective Date;

- (b) The Owner is confined to a Hospital, Hospice Facility or Convalescent Care Facility on the date a Lifetime Income Withdrawal is to be received;
- (c) The Owner is confined for a period of time at least equal to the Confinement Period shown on Page 1 of this Rider, calculated from the date on which a Lifetime Income Withdrawal is to be received;
- (d) The Qualification Waiting Period shown on Page 1 of this Rider has elapsed;
- (e) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Owner is confined; and
- (f) A request to receive a Lifetime Income Withdrawal based on the Maximum Annual Lifetime Income Withdrawal Percentages described in this provision of the Rider is accompanied by written proof of confinement and the Physician's recommendation.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

The Maximum Annual Lifetime Income Withdrawal Amounts available during any Contract Year that all of the above conditions are satisfied will be equal to the Lifetime Income Withdrawal Base, multiplied by the Income Withdrawal Multiplier. The Income Withdrawal Multiplier is shown on Page 1 of this Rider. The Company may require proof from time to time that the Owner's confinement condition is still being met.

- **Extended Income Guarantee Period**

During the Extended Income Guarantee Period:

- (1) This Rider and all its provisions, including the Wellness Benefits, will continue.
- (2) The Base Contract and any other riders and endorsements attached to the Base Contract will terminate unless otherwise specified in this Rider.
- (3) No additional Premiums will be accepted by the Company.

If the Base Contract's Accumulated Value is reduced to zero while this Rider is in the Income Period, the Income Period will end and the Extended Income Guarantee Period will begin. During the Extended Income Guarantee Period, the Owner of a non-qualified contract will receive payments equal to the Maximum Annual Lifetime Income Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider at the frequency elected. For qualified contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, the Rider will terminate upon the date of death of the person whose life Withdrawals are based. If there are joint Withdrawals and only one of the persons whose lives Withdrawals are based dies, then the surviving person on whose life Withdrawals are based will continue to receive payments equal to the Maximum Annual Lifetime Income Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased under a non-qualified contract in accordance with the Confinement section of this Rider at the payment frequency elected. Under this scenario, the Rider will terminate upon the date of death of the last surviving person on whose life Withdrawals are based.

- **Death of Owner or Annuitant**

This Rider and all its provisions, including the Wellness Benefits, will terminate upon the date of death of any Owner (or any Annuitant if the Owner is not a natural person) except as provided in the sections of this Rider entitled Extended Income Guarantee Period, Substantially Equal Periodic Income Withdrawals, Spousal Continuation of this Rider, Required Minimum Distributions and Annuity Payments.

- **Substantially Equal Periodic Income Withdrawals**

If this Rider is in effect on the date of death of any Owner (or any Annuitant if the Owner is not a natural person), the Extended Income Guarantee Period has not begun, and the Owner has not elected the Payment Option described in the Annuity Payments section of this Rider, a Beneficiary may, in lieu of any Death Benefit provided by the Base Contract, elect to receive the Income Account Value. The Income Account Value will be distributed to the Beneficiary in substantially equal periodic annual Withdrawals to be made over the 5-year period after the death of the Owner (or Annuitant if the Owner is not a natural person). However, this 5-year distribution requirement will not apply if:

- (1) The Income Account Value is payable in substantially equal periodic annual Withdrawals to the Beneficiary who is an individual;
- (2) The Income Account Value will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
- (3) The distribution begins not later than one year after the death of the Owner (or Annuitant if the Owner is not a natural person) or such later date as prescribed by the Internal Revenue Service.

The distributions will be modified and increased, if necessary, to comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code. Once the Income Account Value is equal to zero, the distributions will cease and the Base Contract and this Rider will terminate.

- **Spousal Continuation of this Rider**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue the Base Contract, as provided for in the Distribution on Death of Owner section of the Base Contract, this Rider and all its provisions, including the Wellness Benefits, will also continue provided both of the following conditions are met:

- (1) The surviving spouse's attained age on the Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- (2) The spouse becomes the sole Annuitant and sole Owner of the Base Contract.

If this Rider is in the Accumulation Period at the time of the spousal continuation, this Rider continues in the Accumulation Period.

If this Rider is in the Income Period at the time of spousal continuation, the surviving spouse will continue to receive Lifetime Income Withdrawals if Withdrawals were based on the life of the spouse.

If this Rider is in the Extended Income Guarantee Period at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed unless the Withdrawals were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the spouse will continue to receive Withdrawals under this Rider as provided for in the Extended Income Guarantee Period section of this Rider.

This Spousal Continuation of this Rider section can only apply once. This section cannot apply a second time if the surviving spouse continues the Base Contract and this Rider, remarries and then dies.

- **Required Minimum Distributions**

Withdrawals may be taken under this Rider to satisfy any Required Minimum Distribution requirement pursuant to the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder. Any Withdrawals taken under this Rider to satisfy any Required Minimum Distribution requirement will not reduce any Maximum Annual Lifetime Income Withdrawal Amount.

- **Annuity Payments**

If annuity payments are to begin under the terms of the Base Contract and this Rider is in force, the Owner may elect one of the following annuity payment options:

- (a) The Base Contract's Accumulated Value applied under any of the options described in the Settlement Options section of the Base Contract, thus terminating this Rider; or
- (b) The Maximum Annual Lifetime Income Withdrawal Amount in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant. (This annuity payment option shall be referred to in this Rider as the "Payment Option.")

If this Rider is in the Accumulation Period at the time annuity payments are to begin, the Maximum Annual Lifetime Income Withdrawal Amount for purposes of (b) above will be calculated as if this Rider entered the Income Period on the date the annuity payments are to begin.

- **Termination**

This Rider and all its provisions, including the Wellness Benefits, will terminate on the earliest of the following dates:

- (a) The date on which all benefits are paid as required by the Base Contract, unless this Rider is transferred on that date to a new annuity Contract issued by the Company;
- (b) The date on which annuity payments begin as described in the Annuity Payments section of this Rider;
- (c) The date on which the Accumulated Value and Income Account Value are equal to zero, and there are no outstanding Lifetime Income Withdrawals payable;
- (d) The date, after the twelve (12) Contract Months following the Effective Date, on which the Company receives a written request from the Owner to terminate the Rider; or
- (e) Except when the Owner is not a natural person, the date on which the Owner and the Annuitant are not the same person.

Once this Rider terminates, it may not be reinstated. The Company may, at its discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by the Company. The Annuitant(s) under the Base Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under the Base Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of the Base Contract. Once transferred, the new annuity Contract will become the Base Contract under the provisions of this Rider. A transfer of this Rider to any successor Base Contract will not change the Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**

This Rider is Non-Participating and does not share in the profits or surplus of the Company.

- **Incontestability**

The Company will not contest the validity of this Rider.

- **Cash Value, Surrender Value or Loan Value**

This Rider has no Cash Value, Surrender Value or Loan Value upon termination.



Michael H. Miller
Secretary

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<i>SERFF Tracking Number:</i>	<i>AMER-125847609</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Investors Life Insurance Company,</i>	<i>State Tracking Number:</i>	<i>40478</i>
	<i>Inc.</i>		
<i>Company Tracking Number:</i>	<i>AIRW (08/08)</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>AIRW (08/08)</i>		
<i>Project Name/Number:</i>	<i>AIRW (08/08)/AIRW (08/08)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	AMER-125847609	State:	Arkansas
Filing Company:	American Investors Life Insurance Company, Inc.	State Tracking Number:	40478
Company Tracking Number:	AIRW (08/08)		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	AIRW (08/08)		
Project Name/Number:	AIRW (08/08)/AIRW (08/08)		

Supporting Document Schedules

Review Status:	
Satisfied -Name: Certification/Notice	10/07/2008
Comments:	
Attachment:	
AIRW_0808_Flesch Score Cert..pdf	

AMERICAN INVESTORS LIFE INSURANCE COMPANY, INC.
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice Presidet of Product Compliance

Title